



BOARD OF PUBLIC WORKS & SAFETY SEPTEMBER 9, 2004 MINUTES

Mayor Charles Henderson called the meeting to order at 8:32 a.m.

PRESENT:	Board members Warren Beville, Mayor Henderson, Kevin Hoover; Clerk-Treasurer Jeannine Myers; City Attorney Shawna Koons-Davis; and Director of Engineering Paul Peoni.
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Mr. Beville moved to approve the minutes of August 19th as presented. Second by Mr. Hoover. Vote: Ayes.

David Fred of Winterland Inc. described his proposal for a for-profit Christmas lights display in Craig Park. They manufacture street pole decorations and lights. The lights are in a concentrated display, where the public pays a fee to drive through the display (A "Community of Joy" packet is in the attachments of this meeting). Mr. Fred mentioned that Columbus has participated in a lights show for 10 years. They are proposing to enter and exit off of Meridian and loop around the park, utilizing the park's public property on the perimeter only. They will do nothing to the ball diamonds. They run the show from November 19th to January 2nd, 6:00 p.m. to 9:00 p.m., Monday through Thursday, 6:00 p.m. to 10:00 p.m. on Friday and Saturday. They asked permission to put out a banner on City property. Radio Disney will handle the marketing if the proposal is approved. There was concern about traffic flow. Police Chief Hessman thought that Meridian Street would work with northbound traffic and an officer on duty, at least initially. The event would be shut down if weather conditions warranted snow plows being called out, confirmed the Chief, who thought it was appropriate for the company to fund the officer, rather than the City. Mayor Henderson mentioned that people line up just to drive through his neighborhood during the holidays. He thought only 15 to 20 cars could fit in the drive from Surina Way to Meridian Street. Parks Director Evan Springer discussed staging cars in the first parking lot, possibly as many as 50 cars. Mr. Fred stressed that this is a constant flow of traffic at about 5 or 6 miles an hour and indicated that last year at Cold Creek (151st and U.S. 31) the sheriff did not have to get out of his car to direct traffic. Counsel cautioned that someone should be on duty to ensure that traffic keeps moving. The Director of Operations cautioned that sometimes what the public considers reasonable road conditions is not what City personnel would consider reasonable without putting salt down. He suggested having the north and south gates open and said he would have to check on opening the north gate. The City Attorney discussed her concerns about the location of the show with the proximity to the Community Center and competition with sponsorship for our Fourth of July celebration. Mr. Fred told the Board that he felt confident that Regents Bank would step in if we could not find a sponsor because of their success with the light shows in their seven markets in the Southeast. Mr. Fred indicated that capital improvements to the Parks electrical system would probably run about \$20,000 which the Parks Department would then own and between \$15,000 and \$20,000 a year would go to the Parks Department as a result of the show. The charge is \$10 a car; \$2 discount coupons will be available at Marsh. Mr. Fred told the Board that the company needs 7,000 cars to break even; their cost to produce the event is \$49,300. The Parks Department receives \$1 per car from car one, he said. Ms. Koons-Davis then cautioned Mr. Fred that the company would need to indemnify the City in the event of an accident or injury to property or life. Mr. Fred replied that they have AAA Insurance with Cincinnati. After discussion, Mayor Henderson moved to take the matter under advisement until the September 23rd meeting. Second by Mr. Beville. Vote: Ayes.

For Calvert Farms Subdivision, attorney Ray Good came forward to address the issue of a Sewer Service Agreement. He indicated that they have been in conference on many occasions with Mann Properties regarding the Brookhaven Lift Station. Mr. Good pointed out where Mann Properties subdivision was and described the proposal that Mann would put in a lift station and a line that would run partway through phase one of their subdivision. Calvert would tie in there and agreed to participate to carry the line through to a point in section two. Drainage for the project is Johnson County's jurisdiction and the sewers are Greenwood's. They told Mann Properties that they could not get on board now, said Mr. Good, but then asked them if the policy of having the sewer line in before a Sewer Service Agreement could be

issued would apply if Calvert Farms would come on board at a later time and basically pay for the lift station and the lines associated with that. Since they are not on board initially, he wondered if after the drainage problem is solved with Johnson County and they enter into an agreement with Brookhaven at a later time, if our policy allowed for the fact that if they are part of the investment team there could be a Sewer Service Agreement before the lines are in. In response to Mayor Henderson, counsel clarified that there is no line to the area he wants a Sewer Service Agreement for. After discussion, Mr. Peoni stated that normally a Sewer Service Agreement is not issued until there is an approved set of plans. Paul Maurer replied that they could submit the plans and Mr. Good then asked if there was latitude in the policy that they could be issued a Sewer Service Agreement. Mr. Maurer said that Brookhaven plans already included a gravity line to Olive Branch Road so the question is if the improvements have to be in the ground and accepted before they get a Sewer Service Agreement. Consultant Pat Sherman mentioned that if Calvert Farms is part of the LLC it would remove the second layer from the Sewer Service Agreement. There have been concerns about issuing one Sewer Service Agreement on top of another. Mr. Good thought we could modify the agreement that is in existence for Calvert Farms to be a part of the scenario later on. Mr. Peoni wondered what would happen if another developer who was ready to go on another project got to Brookhaven first. Mayor Henderson reiterated that he thought we had to put a time certain on the agreement and recalled the Perkins Lift Station. Mr. Good thought a time certain could be put on the agreement. After discussion, Mr. Beville moved to direct staff to prepare a Sewer Service Agreement with terms and conditions to be determined by staff with an 18-month expiration provision, and authorize the Mayor to sign. Second by Mr. Hoover. We would require receipt of approved plans and confirmation that they are part of the Brookhaven LLC. Vote: Ayes.

Next Paul Maurer of Maurer & Smithers came forward on behalf of Ameritrust Mortgage Service to request acceptance of the Inspection & Testing Agreement, acceptance of performance bonds for improvements in the right-of-way, dirtwork, storm sewers, erosion control, sidewalks, and signs & monuments, and execution of the plat. Two properties have been combined into one on the plat, he noted. Mr. Peoni confirmed that the Inspection & Testing Agreement is in order and minor items need to be addressed in the letter-of-credit (LOC). He then discussed the improvements needed at Fry Road & Madison Avenue; a bond will be needed for those as well. They are also asking for a waiver of detention, noted Mr. Peoni, but in this case they are increasing the runoff, although not to a great degree. Per Mr. Peoni's memo, Mr. Hoover moved to:

- 1) Accept the Inspection & Testing Agreement for all improvements except sanitary sewers and ratify the acceptance of the 50% fee for the Ameritrust Mortgage Services site.
- 2) Accept performance letter-of-credit (LOC) #CIS402845 in the amount of \$11,904 from 5/3 Bank for the installation of the dirtwork and storm sewers, erosion control, sidewalk improvements in the public right-of-way and the signs & monuments at the Ameritrust Mortgage Services site. (Since all improvements are included on one (1) LOC, there will not be a release or partial release of this performance LOC until ALL items are completed).
- 3) Execute the plat, all subject to:
 - a) Receipt of the ORIGINAL LOC stated above.
 - b) Approval of the revised LOC by both the Engineering and Law Departments.
 - c) Final review and approval of the plat by the Engineering and Planning Departments.

Second by Mr. Beville. Vote: Ayes. Motion carried. Regarding the detention waiver, Mayor Henderson discussed the fact that at times a lot of water can run down Madison Avenue now. The runoff would be increased and the Director of Engineering thought that the runoff figures he was given might be low. Mr. Hoover moved to deny the request for waiver of detention. Second by Mr. Beville. Vote: Ayes. Motion carried.

Mr. Maurer then discussed sanitary sewer availability through Wakefield Commercial for Sugar Grove Animal Hospital. He noted that when Wakefield, Section 3 was done they thought that the hospital could tap into a lateral on the site. Kevin McGinnis, on behalf of Denison Properties, described a misunderstanding about a tap location on the parcel and pointed out the location on a map. The proposal is to take from the stub in Wakefield, Section 3 and go south to a manhole in Wakefield Commercial that Mr. McGinnis pointed out. They are requesting a single-parcel Sanitary Sewer Service Agreement that would entail hooking into this section of line stated above. This line has not been dedicated to the City of Greenwood yet because there is no activity in the commercial area. Denison Properties is to be on the next agenda regarding dedication of this sanitary sewer line. Mr. Hoover moved to direct staff to begin preparation of a single-parcel Sewer Service Agreement, based on the concept approval and authorize the Mayor to sign on behalf of the Board. Second by Mr. Beville. Vote: Ayes.

Max Cooper of Projects Plus came forward at this time to request acceptance and execution of easements for University Park, Sections 1 and 2. Mr. Peoni indicated that there are 31 easements – 23

from Precedent, either commercial or residential, 4 from Burgett and Plummer, 2 from Rocklane, 1 from Doughertys and 1 from Indiana Ventures. These are sanitary sewer, drainage, sidewalk or right-of-way easements. The bodies of the documents have been prepared by the Law Department and the exhibits and legal descriptions have been reviewed by the Engineering Department. All appear to be in order, confirmed Mr. Peoni. Mr. Hoover moved to approve and execute the 31 easements for University Park, Sections 1 and 2. Second by Mr. Beville. Not all of the easements are plat-over. Vote: Ayes.

For Brookhaven, Section 1, Mike Ramsey of Projects Plus presented 4 plat-over easements for approval and execution. Once again the body of the documents was prepared by the Law Department and the legal descriptions and exhibits were reviewed by the Engineering Department. They were found to be in acceptable order. Mr. Hoover moved to accept and execute the four plat-over easements for Brookhaven, Section 1. Second by Mr. Beville. Vote: Ayes.

Greg Ilko of Crossroad Engineers, representing Duke Office Building at 2020 S. State Road 135, next requested a single parcel sanitary Sewer Service Agreement. This is an approximately 11,700 square-foot office building. They propose to extend their lateral to an existing manhole in the right-of-way of Santa Maria Drive in El Dorado Estates. They anticipate 18 employees which requires an average daily flow of 35 gallons per day. Mr. Ilko estimates about .90 gallons per minute from the office building which he was told by Sanitation Superintendent Keith Meier should leave 74.3 gallons per minute capacity in the lift station. Mr. Peoni confirmed that staff has no objections. Mr. Hoover moved to grant the request for a single parcel Sanitary Sewer Service Agreement, authorize staff to prepare the document and the Mayor to sign on behalf of the Board. Second by Mr. Beville. Vote: Ayes.

On behalf of Greenwood Memorial VFW Subdivision, Brian Cross of Civil & Environmental Consultants, Inc. requested acceptance of the Inspection & Testing Agreement, acceptance of the performance letter-of-credit (LOC), and execution of the plat. Mr. Cross referred to a plat map to show that the property is located on Washington Street, across from Police headquarters, south of Main Street. The subdivision will include the VFW Post on lot #3 and two more lots will be added. Mr. Peoni confirmed that the Inspection & Testing Agreement is in order but the LOC needs minor revisions and the plat needs a final review. Mr. Hoover, per Mr. Peoni's memo, moved to:

- 1) Accept the Inspection & Testing Agreement for all improvements except sanitary sewers and ratify the acceptance of the 50% fee for the Greenwood Memorial VFW Subdivision site.
- 2) Accept performance LOC #361 in the amount of \$55,528 from Salin Bank and Trust Company for the installation of the dirtwork and storm sewers, erosion control, street and sidewalk improvements in the public right-of-way and the signs & monuments at the Greenwood Memorial VFW Subdivision. (Since all improvements are included on one (1) LOC, there will not be a release or partial release of this performance LOC until ALL items are completed).
- 3) Execute the plat, all contingent upon:
 - a) Approval of the revised LOC by both the Engineering and Law departments.
 - b) Final review and approval of the plat by the Engineering and Planning departments.

Second by Mr. Beville. Vote: Ayes. In response to the Mayor, Mr. Cross indicated that Lot #2 right now is scheduled for the BMV of Indiana and the other lot will probably be used for detention.

Concerning Wakefield West Section 3, Kevin McGinnis of Denison Properties came forward to request a Sanitary Sewer Service Agreement. This property is near Smith Valley and State Road 37. Mr. Peoni indicated that plans have been in to the City for some time. Mr. Hoover moved to authorize staff to prepare a Sewer Agreement for Wakefield West, Section 3 and authorize the Mayor to sign. Second by Mr. Beville. Vote: Ayes.

Joe Meyer of KOE Engineering represented Village Crossing Apartments at Summerfield Crossing to ask for acceptance of improvements, release of performance letters-of-credit (LOC's) and acceptance of maintenance certificates of deposit (CD's). Mr. Peoni indicated that all items in the field appear to have been satisfactorily installed per the design plans. Mylar as-builts are needed. Again, per Mr. Peoni's September 9th memo, Mr. Hoover moved to:

- 1) Acknowledge that the private improvements of dirtwork and storm sewers have been installed in reasonable compliance with the design plans for Village Crossing Apartments.
- 2) Release performance LOC #L026848 from Union Planters Bank in the amount of \$171,447 for the installation of the private dirtwork and storm sewers at Village Crossing Apartments.
- 3) Acknowledge that the private improvement of erosion control has been installed in reasonable compliance with the design plans for Village Crossing Apartments.

- 4) Release performance LOC #L026853 from Union Planters Bank in the amount of \$29,672 for the installation of the private erosion control at Village Crossing Apartments.
- 5) Accept the street improvements in the public right-of-way at the Village Crossing Apartments.
- 6) Accept three (3) year maintenance CD #6011352534 from National City Bank in the amount of \$2,972.36 for the street improvements in the public right-of-way at the Village Crossing Apartments.
- 7) Release performance LOC #L026852 from Union Planters Bank in the amount of \$14,862 for the installation of the street improvements in the public right-of-way at Village Crossing Apartments.
- 8) Accept the sidewalks in the public right-of-way at the Village Crossing Apartments.
- 9) Accept three (3) year maintenance CD #6011352576 from National City Bank in the amount of \$4,540 for the sidewalks in the public right-of-way at the Village Crossing Apartments, all contingent upon:
 - a) Approval and receipt of the ORIGINAL CD's by the Clerk-Treasurer.
 - b) Receipt of mylar as-builts.
 - c) Payment of all final Inspection & Testing fees, if applicable.

Second by Mr. Beville. Vote: Ayes.

For Greenwood Christian Church, Phase II, Mr. Meyer asked the Board to acknowledge the completion of improvements and release the performance letter-of-credit (LOC) for those improvements. The property is located at the northeast corner of Averitt Road and Worthsville Road. Mr. Peoni indicated that a final field inspection shows that all items appear to have been satisfactorily installed per the design plans. Mr. Hoover, per Mr. Peoni's memo, moved to:

- 1) Acknowledge that the private improvements of dirtwork, storm sewers and erosion control have been installed in reasonable compliance with the design plans for Greenwood Christian Church, Phase II.
- 2) Release performance LOC #SB13166 from 5/3 Bank in the amount of \$65,738.31 for the installation of the private dirtwork, storm sewers and erosion control at Greenwood Christian Church, Phase II, all contingent upon:
 - a) Receipt of mylar as-builts.
 - b) Payments of all final Inspection & Testing fees, if applicable.

Second by Mr. Beville. Vote: Ayes.

Director of Operations Norm Gabehart next asked Joe Meyer & Mr. Alan Kirkendahl to come forward as he discussed the overlay project in the area of U.S. 31 and Smith Valley. The overlay project has been bid and awarded. Mr. Kirkendahl has commitments on widening the roadway and installing a curb line on the south side of the road for his development at The Pointe, formerly Green Acres. Mr. Gabehart would like this project to coincide with the City's overlay project. Mr. Meyer pointed out the Green Acres area, where there will be two car washes and a pole barn removed. Mr. Peoni received from Mr. Kirkendahl the performance letters-of-credit for his project and a copy of the permit from the Indiana Department of Transportation. The plat will need to be reviewed. The developer is working on getting easements from property owners, Mr. Peoni added. Mr. Hoover moved to accept the Inspection & Testing Agreement for the Pointe at Smith Valley subject to payment of the fees, accept the performance guarantees and right-of-way easements, and execute the plat, all subject to final review and approval of all documents by Law and Engineering departments. Second by Mr. Beville. Vote: Ayes.

Code Enforcement Officer John Myers next discussed nuisance complaints at 60 S. McKinley Street and 624 W. Orchard Lane – both similar in nature – junked, abandoned, inoperable, unlicensed vehicles. They are owned by the Thomas Staples family. Concerning 60 S. McKinley the vehicles have been in the backyard for several years. The complainant noted that this hurts the value of the homes; the vehicles have been kept there 10 years or more. A second caller asserted that unkept property at the side of an open storage shed is grown up in weeds and junked vehicles. The caller indicated he sees a ground hog at least twice a week and saw approximately 15 to 20 raccoons last spring. A sick raccoon was shot by Greenwood Police, after which the family of raccoons left. Mr. Myers had pictures of the vehicles.

The property at 624 W. Orchard Lane is vacant and is also owned by Thomas Staples (and Norma Dillman Staples). Code Enforcement talked with Mr. Staples about the 6 – 7 unlicensed, inoperable vehicles parked on the driveway. Mr. Staples indicated that he has the vehicles as an investment. The neighbors are concerned about the investment on their properties. Mr. Staples told the Board that the vehicles are collectibles. The City Attorney explained that what might be a collectible to Mr. Staples might be an abandoned junked vehicle to someone else. The vehicles must be licensed and operable per

statute. Mr. Myers mentioned as well that a limb had fallen onto a wood privacy fence at 60 S. McKinley breaking a part of the fence. Referring to the pictures from Code Enforcement, the Mayor told Mr. Staples that the property looked like a storage yard. Mr. Staples asserted that all his vehicles have current plates.

The Mayor moved to find that nuisance exists at 60 S. McKinley Street and direct the City Attorney to issue a 2-week Notice of Abatement to include moving the cars that are unsightly and inoperable. Second by Mr. Beville. This led to discussion about being able to keep those cars that were operable. Vote: Ayes.

As to 624 W. Orchard Lane, the Mayor moved to find that a nuisance exists at the site with those vehicles, to direct the City Attorney to issue a 3-week Notice of Abatement to move the cars. Second by Mr. Beville. Vote: Ayes.

From the audience, Fire Chief Steve Dhondt discussed the lease that is in effect on six staff vehicles. He stated that the lease expires October 1st and the vehicles are in good condition and satisfy the department's needs. They would like to extend the lease under the same conditions for 2 or 3 years (still to be determined) for the same payment. At his recommendation, Mr. Beville moved to approve the request to extend the lease under the same terms and conditions and payment and authorize the Mayor to sign on behalf of the Board. Second by Mr. Hoover. Vote: Ayes.

Chief Dhondt told the Mayor that he supported the proposal of the Christmas lights in Craig Park as a positive idea for the residents. He discussed concerns of the traffic and access to various buildings and thought those could be alleviated from his standpoint. Chief Dhondt said that he had suggested to the Parks Director, since the event would be after hours, to stage the cars in the Middle School south parking lot. The Mayor wondered about the events during the holidays that might be held at the schools on Meridian. Chief Dhondt thought the concerns could be worked out and wanted to be involved in planning the traffic flow. There are issues to be worked out.

Fleet Maintenance Superintendent Todd Petty brought to the Board a recommended list of vehicles to go to auction. He discussed a typographical error in the VIN of one vehicle. Mr. Gabehart has checked the vehicles and approves the list. Mr. Beville noted that he would like to review the list as well in the future. Mr. Hoover moved to find that the 13 vehicles identified on the memo are surplus vehicles and should be placed at auction along with the two other vehicles on the list that have already been declared surplus vehicles. Second by Mr. Beville. Vote: Ayes.

On her Status of Tasks, Ms. Koons-Davis asked if the Board wanted to discuss the litigation in item #8 today or in executive session, as it is active litigation. She told Mr. Hoover that she is not concerned that other matters in the future would be affected. Counsel said that Union Planters Bank foreclosed on Finlinson Incorporated (the Fin Corp building on Broadway). The City had filed a sewer lien in 2002. The property was to go to sheriff's sale, and they found it would be several hundred thousands of dollars in environmental clean up, added counsel. The property has been sold by tax sale and the redemption period expires October 18, 2004. The attorney for Union Planters Bank was under the assumption that a mortgage lien is superior to a sewer lien by the City. According to Indiana Code, asserted Ms. Koons-Davis, that is not true; we have superiority over all other liens except tax liens. As the property has been sold at tax sale, and a Tax Deed shall issue that shall extinguish our interest in the property, it is unlikely the City shall recover the money owed. She asked the Board's direction in the request to waive the lien. She recommended that we not give up our interest until the end of the proceedings to see if we would get any money at all. Mr. Beville moved that we not give up our rights to collect on our lien. Second by Mr. Hoover. Vote: Ayes.

On his Status of tasks Mr. Peoni first discussed Orchard Park East. This is in the open field behind the White Castle on State Road 135 and south of Steak & Shake. They submitted site plans and performance bonds in 2001 he recalled and wanted to build the project. Now they have decided not to do the project and have requested the release of the performance bonds. They have issued a letter which is attached to Mr. Peoni's memo indicating that they do not intend to move forward with the project and voluntarily relinquish any land alteration permits that have been issued. At this recommendation Mr. Beville moved to:

- 1) Release performance bond #886746S from Developers Surety and Indemnity Company in the amount of \$6,084.43 for the installation of the sanitary sewers at Orchard Park East.

- 2) Release performance bond #886747S from Developers Surety and Indemnity Company in the amount of \$5,815.28 for the installation of the street improvements at Orchard Park East.
- 3) Release performance bond #886748S from Developers Surety and Indemnity Company in the amount of \$7,106 for the installation of the sidewalks and signs & monuments at Orchard Park East.
- 4) Release performance bond #886749S from Developers Surety and Indemnity Company in the amount of \$137,221.54 for the installation of the private dirtwork and storm sewers at Orchard Park East.
- 5) Release performance bond #886750S from Developers Surety and Indemnity Company in the amount of \$11,322.08 for the installation of the erosion control at Orchard Park East.

Second by Mr. Hoover. Vote: Ayes.

Sweetgrass, Section 4 asks the Board to accept their Inspection & Testing Agreements for both the sanitary sewers and for all other improvements, noted Mr. Peoni. We have received the 50% fee. Mr. Hoover moved to accept the Inspection & Testing Agreements for Sweetgrass, Section 4 and ratify acceptance of the checks. Second by Mr. Beville. Vote: Ayes.

Sweetgrass, Section 5 also requested that the Board accept both their Inspection & Testing Agreements for sanitary sewers and for all other improvements. Mr. Beville moved to accept the Inspection & Testing Agreements for Sweetgrass, Section 5 and ratify acceptance of the checks. Second by Mr. Hoover. Vote: Ayes.

Mr. Peoni reported he received Amendment #2 to the Professional Services Agreement for Clark Dietz on IDEM Rule 13, Part C. This is the last portion before the new rule has to be implemented by the City of Greenwood. The City Attorney would like to review the contract to make sure requested changes have been made. There is a not-to-exceed cost of \$26,640, which Mr. Peoni said he found reasonable in studying their breakdown. He agreed with consultant Pat Sherman that we are making a minimum of commitments in the Rule per recommendations of I.D.E.M. and Clark Dietz. Mr. Hoover moved to approve Amendment #2 to the Professional Services Agreement with Clark Dietz subject to final review and approval of the City Attorney. Second by Mr. Beville. Vote: Ayes.

Mr. Beville moved to approve the claims as presented through September 9th, with second by Mr. Hoover. Vote: Ayes.

With no further business, the meeting adjourned at 10:25 a.m.